

ARTICLE 1

INTRODUCTION

SECTION 1. Whereas experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them --

- a. safeguards the public interest,
- b. contributes to the effective conduct of public business, and
- c. facilitates and encourages the amicable settlements of disputes between employees and their employer involving conditions of employment; and whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest. However, this shall not be interpreted to mean that the Union does not have the right to bargain on anything that Management may determine is not in the public interest.

SECTION 2. Therefore, this Memorandum of Agreement, the provisions of which are applicable only to employees in the unit, is entered into by and between the 28th Bomb Wing Commander (28 BW/CC), Ellsworth Air Force Base, South Dakota, hereafter referred to as the Employer and the American Federation of Government Employees Local 2228, hereafter referred to as the Union which is the representative certified by the Assistant Secretary of Labor on 28 Feb 75 as the exclusive representative for the unit.

SECTION 3. The Employer recognizes the right of employees to organize and express their views collectively; that participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of Air Force business; that the efficient administration of Ellsworth Air Force Base and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials; and that effective labor management cooperation requires a clear statement of the respective rights and obligations of the Union and the Employer; and that all employees be treated in a dignified and professional manner.

ARTICLE 2

RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit described in Section 2 below.

SECTION 2. The unit to which this Agreement is applicable is composed of all GS, WL, and WG employees serviced by the Civilian Personnel Flight, Ellsworth Air Force Base excluding all professional employees, management officials, employees engaged in federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in the statute. Professional employees may petition for membership and representation.

SECTION 3. Other Appropriated Fund employees who are excluded from the bargaining unit may join Local 2228 for nonrepresentational benefits.

ARTICLE 3

PURPOSE

SECTION 1. The Employer and the Union representing the employees in the unit desire to enter into a labor-management agreement which will have for its purposes the following:

- a. To build labor-management partnerships tailored to the needs of employees, their representatives, and Management.
- b. To promote fair and reasonable working conditions;
- c. To promote new and existing programs to aid the employees;
- d. To promote the highest degree of morale, productivity, and responsibility at Ellsworth Air Force Base;
- e. To adjust promptly all differences between them related to matters covered by this labor-management agreement;
- f. To promote systematic employee-management cooperation between the Employer and its employees; and
- g. To provide a safe and healthful work environment.

SECTION 2. Collective bargaining for the purpose of contract negotiations under Public Law 95-454, Executive Order 12871, and the terms of this Agreement are to promote the mutual obligation

of the Employer and the Union to meet at reasonable times and confer in good faith with respect to procedures for settlement of grievances, personnel policies and practices, and other matters affecting general working conditions of the employees. Management recognizes the right of the Union to I & I (Impact and Implementation) bargaining on changes to working conditions which affect bargaining unit members to extent required by statute. The Union agrees not to raise matters for I & I bargaining that do not clearly have an adverse impact on bargaining unit members.

ARTICLE 4

RIGHTS OF THE EMPLOYER

SECTION 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulation in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

SECTION 2. Management officials of the agency retain the right in accordance with applicable laws and regulations--

a. To determine the mission, budget, organization, numbers of employees, and internal security practices of the agency; and

b. In accordance with applicable laws--

(1) To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from--

(a) among properly ranked and certified candidates for promotions; or

(b) any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 3. Nothing in this Agreement shall preclude the Employer and the Union from negotiating--

a. on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the Employer will observe in exercising any authority under this Agreement; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by such management officials.

ARTICLE 5

RIGHTS OF THE EMPLOYEES

SECTION 1. Each employee of the executive branch of the Federal government has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the law, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. The head of each agency shall take the action required to assure that employees in the agency are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within his/her agency to encourage or discourage membership and active participation in a labor organization.

SECTION 2. Both parties agree that nothing in this Agreement will be construed as denying unit employees rights which they have by law or regulation.

SECTION 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

SECTION 4. An employee should make every effort to resolve complaints informally with their supervisors. If such discussions do not resolve the complaint, the employee will be permitted to contact their Union Steward with regard to the matter during duty hours. Permission to make such contact will

be obtained by the employee from his/her immediate supervisor. As a general rule, such contacts will be accomplished by telephone if the steward is not located in the employee's immediate work area.

SECTION 5. Where the employee is subject of an investigation, he/she may request information through the Freedom of Information Act.

SECTION 6. Nothing in this Agreement shall preclude any employee from choosing his/her own representative in an appeal action not subject to review under the negotiated grievance procedure.

SECTION 7. Personnel actions relating to bargaining unit employees will only be discussed with others on a need to know basis.

ARTICLE 6

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize duly elected officers and stewards of the Union and designated National Representatives. The number of stewards in the unit shall be the number required in order to assure that each employee covered by this Agreement shall have reasonable access to a steward on his/her work shift. This number of stewards will be determined by the Union to ensure proper representation; however, this number shall not exceed one (1) steward per each 20 persons in the unit. Representation time during other than the steward's assigned shift will not be considered duty time.

SECTION 2. The assigned steward will administer this Agreement in his/her work area. Except for bargaining purposes, the steward position for a section will be allowed a reasonable amount of official duty time for employee representation purposes. The chief steward's position will be allowed a reasonable amount of official duty time, which will normally not exceed 150 official duty hours per year for unit employees representation purposes and performance of the chief steward's duties other than purely internal Union business. All excess time requested will be in an annual leave or leave without pay situation as requested by the chief steward and approved by the supervisor.

SECTION 3. Whenever it is necessary for the steward to leave his/her work area to conduct employee representational duties, they will notify their immediate supervisor and request permission to leave their work area. Requests will be made as much in advance as possible and will include information as to where they are going and when they expect to return. Supervisors

shall not deny such requests without just cause. When this request has been granted, the steward will notify the supervisor of the area being visited. This notification will provide information about who will be visited and an estimate of time required. The supervisor of the area being visited shall not deny such requests without just cause, and if denied, reasons must be in writing if requested by the Union steward. Stewards shall not use this authority for matters outside the coverage and scope of this Agreement.

SECTION 4. For meetings called or approved by Management officials which require the presence of a Union official, the supervisor of that Union official shall be notified as early as possible, even if it is after-the-fact. The supervisor will be responsible for verifying such meetings if necessary.

SECTION 5. The Union agrees to supply the Employer in writing and maintain on a current basis a list of all Union officers and stewards. The Employer agrees, in turn, to publicize their names and telephone extensions and any changes thereto. This list will include the primary areas of the unit they are to represent. If an employee desires to be represented by a steward other than the one designated, he or she may ask the Chief Steward for permission to use another unit steward. Any areas which may use other than the assigned steward will be at the sole discretion of the Chief Steward. If there are any changes of representatives other than the assigned steward in the areas, the Union President will inform the Labor Relations Officer as soon as possible. The Employer will be notified in writing of any permanent changes within twenty (20) calendar days of the effective date of the change.

SECTION 6. When filing a grievance under the negotiated grievance procedures, bargaining unit employees will be represented by the Union unless they elect to represent themselves. Only the Union President can invoke arbitration on a grievance initiated by an employee in the bargaining unit.

SECTION 7. The Union shall be given the opportunity to be represented at any formal discussion between one or more employees in the unit or their representatives concerning any grievance or any personal policy or practices or other general condition of employment.

SECTION 8. Union officials, stewards, or National representatives will represent only those employees who are included in the unit.

SECTION 9. Official time will be granted as provided by public law.

SECTION 10. The Employer agrees to grant official time to Union officers and stewards if otherwise in a duty status to attend Union sponsored training determined to be of mutual benefit to the Employer and the Union. Administrative excusal for this purpose will cover only such portions of a training session as meets the foregoing criteria and normally will not exceed one hundred and twenty (120) hours for Union officials and/or stewards within a 12 month period.

a. The Union shall submit requests for official time to the 28th Support Group Commander (28 SPTG/CC) through the 28 MSS/MSC normally at least 15 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must include all the names and duty stations of employees whose attendance is desired.

b. Official time will be approved except in cases where the absence of an employee or employees would interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be furnished in writing to the activity local Union president at the time of disapproval.

ARTICLE 7

LABOR-MANAGEMENT COOPERATION

SECTION 1. The Employer and the Union agree to establish a Labor-Management Joint Partnership Council consisting of the Commander (28 SPTG/CC), Union President, and the Labor Relations Officer (LRO). It will meet, as a minimum, on a semi-annual basis, or at the call of either party, provided a three workday notice in writing is delivered to a member of the other party. Upon mutual agreement of both parties, the council may elect to meet more than semi-annually, as long as all provisions of this section are complied with. Matters considered to be of an emergency nature that require a meeting sooner than three workdays will be coordinated between the designated spokespersons for labor and management, or in the absence of the spokesperson, the designated acting spokesperson. At the time a meeting request is delivered, the subject or subjects of the meeting will be made known. Unless agreed to prior to the meeting, no other subjects will be introduced or acted on. A partnership working group will be formed consisting of not more than two Union officials, two Management officials, the Union President, and the Labor Relations Officer. This working group will meet not more than on a quarterly basis to attempt resolution and solutions to the implementation and application of personnel policies and practices and matters affecting working conditions, and to

exchange information of mutual benefit. At the request of either party and/or by mutual agreement of both parties, the working group meetings may be postponed.

SECTION 2. The Joint Labor-Management Partnership Council shall have as its purpose and shall give consideration to such matters as personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations including policies set forth in the Federal Personnel Manual, published agency policies and regulations, a National or other controlling agreement at a higher level in the agency, and the interpretations and application of this Agreement. However, it is agreed that individual grievances will not be taken up during council meetings or working group meetings.

SECTION 3. The Union agrees to assist the Employer on the Combined Federal Campaign or other voluntary charity drives that meet with the approval of the Union. The Employer agrees to notify the Union at the beginning of the campaign. If stewards or officers are requested by their supervisors to assist in this campaign and are approved by the Union, they will be allowed official time to perform this function. In conducting this drive, the parties will be guided by appropriate regulations which provide no compulsion or reprisals will be tolerated.

ARTICLE 8

DISCIPLINARY ACTIONS

SECTION 1. This article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon employees of the Bargaining Unit. For the purposes of this Agreement, disciplinary action shall be defined as oral admonishments, written reprimands, suspensions, changes to lower grade, and removals. Discipline is the responsibility and the right of the Employer, and it agrees that such actions shall be based on just cause, in accordance with applicable regulations, and initiated in a timely manner. Nondisciplinary counseling sessions conducted by supervisory and/or management officials with unit employees, or entries in automated AF Form 971 recording such counseling, are not considered discipline. However, such entries concerning an employee in the automated AF Form 971 will be shown to the employee, and that employee shall acknowledge his/her awareness of said entry by dating and initialing the automated AF Form 971. Such counseling sessions and entries thereof shall be grievable or arbitrable under the terms of this Agreement.

SECTION 2. Before proposing and/or effecting disciplinary action against an employee of the Bargaining Unit, management officials

shall attempt to ascertain all pertinent facts to justify the action. When the supervisor becomes aware of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter with the employee. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved.

a. The right to representation in such investigatory interviews arise only when the employee specifically requests Union representation. If representation is requested, no further questioning will take place until the representative is present.

b. The Employer reserves the right to cancel the investigatory interview once an employee has requested Union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

c. When all the facts have been gathered and disciplinary actions appear to be in order, a proposed notice thereof except for oral admonishments will be given promptly to the employee in accordance with the procedures set forth in this article. At time of issuance, the employee will be advised of his/her right to representation. Once representation is required, the employee has the right to refuse any further discussion without his/her representative present.

d. The Employer conducts interviews, inquiries, counselings, and accomplishes disciplinary actions in private to minimize embarrassment to the employee.

SECTION 3. Notices of proposed action and notices of final decision will be given to employees in duplicate so that they may give one copy to their representative or the Union if they desire. Such notices will advise the employees of their right to reply, in what form, and of their right to submit facts. Notices of final decision will advise of the right to appeal or grieve as appropriate. The decision to take action must be based on matters stated in the proposed notice.

SECTION 4. With respect to written reprimands, the Employer shall, in accordance with Section 3 above, prepare and serve to the employee a written proposed notice of such action stating in detail the reasons for the proposed action. The employee may respond in writing to the supervisor designated to receive the reply within seven calendar days. Within ten calendar days following the employee's response, the Employer shall issue a written decision in the matter. Additional time for reply by either party will be granted upon written notification. The employee may subsequently file a written grievance at Step 2 of

the negotiated grievance procedure contesting the action within 20 calendar days after receipt of the disciplinary action.

SECTION 5. With respect to suspensions and removals, the Employer shall prepare in accordance with Section 3 above and serve on the employee a proposed notice of such action stating in detail the reasons for the proposed action. The employee may respond orally or in writing or both to the supervisor designated to hear the reply within 14 calendar days. Additional time for reply may be granted at the discretion of the Employer upon written request, provided the reasons for such request are valid. Normally within 45 calendar days but not sooner than 30 days of the date of the proposed action, the Employer shall issue a written decision in the matter. When the notice is delayed beyond the 45 calendar days, the Union president and/or the representative will be contacted as to reasons for the delay. The employee may subsequently file a written grievance at Step 2 of the negotiated grievance procedure contesting the action within 20 calendar days of receipt of the disciplinary action or exercise appeal rights under the CSRA if the action is a suspension for more than 14 days or a removal.

SECTION 6. Record of disciplinary action ruled to be unfounded, will be removed, within seven calendar days, from an employee's Official Personnel Folder and automated AF Form 971, and will not be considered in connection with any other disciplinary action, promotions, etc. If a disciplinary action is grieved through the negotiated grievance procedures and subsequently reversed because of lack of merit, the same incident will not be used to re-initiate a disciplinary action against the same employee.

SECTION 7. All disputes under this article except suspensions which exceed 14 days and removals in which an employee exercises appeal rights under Title VII will be processed under the negotiated grievance procedures. (It is understood that proposed letters of reprimand, suspension, or removal are excluded from the negotiated grievance procedure.)

SECTION 8. Where the Employer issues a proposed notice of disciplinary or adverse action under the regulatory provisions of appropriate agency, Office of Personnel Management, or Merit Systems Protection Board regulations or this Agreement, it is recognized that the Employer may, after considering an employee's response, subsequently decide to impose a lesser penalty. When such occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this article shall not apply. The employee may subsequently file a written grievance at Step 2 of the negotiated grievance procedure within 20 calendar days after the final decision becomes effective.

SECTION 9. When, after an adverse action hearing has been conducted under appropriate regulations, the Employer is directed by appropriate authority to impose a lesser action where such disciplinary action is covered under this article, such decision will be final and not subject to further review under the grievance procedure.

ARTICLE 9

HOURS OF WORK

SECTION 1. Except when required by law, the parties agree the following procedures concerning hours of work will be followed:

SECTION 2. The Employer agrees, except in emergency situations, to notify the Union President or his/her representative prior to making changes in the regular or routine tour of duty.

SECTION 3. COMPRESSED WORK SCHEDULES (CWS): Management and Union agree that:

a. If management wishes to place an organization under a CWS, they must request Impact and Implementation (I&I) Bargaining. Union and management agree that nothing in this Agreement shall limit management's rights under Public Law 97-221 should an adverse agency impact occur.

b. When an employee under the CWS is scheduled for TDY, their work schedule for the entire week or weeks during which any portion of the TDY occurs shall revert to five eight-hour days.

SECTION 4. Management shall schedule the work of his/her employees to accomplish the mission of the agency. Management shall reschedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual work requirements when the specific days and hours required of the employee in the next administrative workweek are known in advance and can be scheduled prior to the start of the next administrative workweek in which the change is to take place and not later than the last hour of the preceding administrative workweek.

a. As opposed to the tour of duty, the administrative workweek is 0001 SUNDAY to 2400 SATURDAY.

b. If the supervisor does not know of a requirement for additional work until after commencement of the current administrative workweek and that additional work must be performed, he or she has no recourse but to direct an employee to perform that work in addition to his or her regularly scheduled tour of duty. This additional work will be irregular or

occasional overtime work and is compensable as such. The same will apply if the need for additional overtime work is known in advance of the administrative workweek but the supervisor does not know which days or hours the work will be required or does not know which employee will be required to perform the work. In that case, when the supervisor orders the additional overtime work during the current administrative workweek, such work is considered irregular or occasional overtime work and is compensable as such.

c. Regular or routine tour of duty changes (e.g., shift changes) will be preceded by one week's written notice.

SECTION 5. Supervisors are authorized to establish time when rest periods will be taken and ensure the rest period privilege is not abused. Rest periods are considered part of the time worked for which payment is due if they are established and approved when one or more of the following conditions apply or when one or more of the listed purposes will be met:

a. Protecting employee's health by relief from hazardous work or work which requires continued or considerable physical exertion.

b. Reduction of accident rate by removal of the fatigue potential.

c. Work in confined spaces or in areas where normal personal activities are restricted.

d. Possible increase in or maintenance of high quality or quantity production attributable to the rest period.

SECTION 6. Rest period will not be an extension of the lunch period under any circumstances. The aggregate rest period will not exceed 15 minutes during each half of the shift, provided each half consists of more than three hours of continuous work.

SECTION 7. Individual temporary changes in tours of duty and/or hours will be distributed and rotated equitably among qualified employees. The shop steward may discuss with the supervisor assignments in changes in tours of duty and/or the hours. Any complaint or disagreement on the changes of assignments of tours shall be handled in accordance with the negotiated grievance procedure. A roster and record of employees involved in changes of tours shall be maintained by the Employer and may be reviewed by the steward.

SECTION 8. All travel performed inside or outside of the basic workweek will be in accordance with applicable regulations.